

Marshalltown

Teamsters #238 (Water Pollution)

7/1/2005 6/30/2008

**AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN,
(WATER POLLUTION CONTROL PLANT)
AND
CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238,
AFFILIATED WITH I.B.T.**

This Agreement is made and entered into this first (1st) day of July, 2005, by and between the City of Marshalltown Water Pollution Control Plant, Marshalltown, Iowa, (hereinafter referred to as the "Employer"), and Chauffeurs, Teamsters and Helpers Local Union No. 238, affiliated with I.B.T., (hereinafter referred to as the "Union"), and between the Employer and the Union on behalf of the employees in the bargaining unit recognized and described in Article I of this Agreement.

WITNESSETH:

It is the intent and purpose of this Employer and the Union to establish and promote harmonious and cooperative relations between the Employer, the Union, and the employees covered by this Agreement; to provide procedures for the peaceful and equitable adjustment of grievances; to prevent and prohibit all strikes and other interferences with operations during the term of this Agreement; and to set forth the entire agreement of the parties regarding wages, rates of pay, hours of employment, and other conditions of employment. The parties recognize that the best interest of the community and the job security of the employees of the Water Pollution Control Plant depend upon the Employer's success in establishing and maintaining effective, proper and superior service to the community.

ARTICLE 1 - RECOGNITION: NON-DISCRIMINATION; CHECKOFF

Section 1.1

The Employer hereby recognizes the Union as the exclusive bargaining representative for collective bargaining with respect to wages, rate of pay, hours of employment, and other conditions of employment for all Water Pollution Control Plant employees of the City of Marshalltown, except the following employees who are not included in the bargaining unit: Plant Director, Operations Supervisor, Maintenance Supervisor, Chemist, Lab Technicians, and Administrative Secretary. Throughout this Agreement, whenever the terms "employee" or "employees" are used, they shall refer to employees within this bargaining unit unless otherwise noted.

Section 1.2

- (A) There will be no discrimination against, interference with, or restraint or coercion of any employee by the Employer because of the employee's membership in the Union or because of the activities on behalf of the Union that are lawful and not in violation of this Agreement.
- (B) Neither the Union, nor its representatives, nor the employees represented by the Union will discriminate against, interfere with, intimidate, or coerce any employee because of such employee's desire or intent to join or refrain from engaging in Union activities.
- (C) Employees will not engage in Union activities during working hours, except as provided in the grievance procedure. Union business meetings will not be held on property of the City of Marshalltown.
- (D) Neither the Employer nor the Union shall discriminate against any employee or applicant for employment on account of race, color, sex, age, religious beliefs, disability, or national origin, in admission or access to, or treatment or employment in, its programs and activities. The Union Business Representative for the Union and the City Personnel Director for the City of Marshalltown, shall jointly coordinate compliance.

Section 1.3

The Employer shall deduct on the first pay day of the month from the wages of employees, for whom individually written requests have been submitted, union dues and/or union initiation fees for the current month in the amount designated in writing by the Union to the Employer. The Employer shall remit the funds so deducted to the appropriate official of the Union designated in writing by the Union for the receipt of such funds the week

following deductions. An employee may terminate the dues checkoff at any time by giving thirty (30) days written notice to the Employer and to the Union. The Employer shall have no obligation to deduct or collect monthly dues from a Bargaining Unit member whose net pay for the payroll period after all other deductions is insufficient to cover the total authorized deductions for that pay period. The Bargaining Unit member will hold the Employer harmless against any claims or lawsuits instituted or any losses incurred because of the Employer's performance of its obligation.

ARTICLE 2 - RIGHTS AND OBLIGATIONS OF PARTIES

Section 2.1

- (A) The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects and in accordance with its responsibilities. The Employer will be the sole judge of the quality and nature of work performance by the employees. The Employer maintains the right to, but is not limited to: direct the work of its employees; hire, promote, demote, transfer, assign and retain employees; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties because of lack of work or for other legitimate reasons; determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the Employer; initiate, prepare, certify, and administer its budget; and exercise all powers and duties granted the public employer by law.
- (B) The Employer has the right to put into effect rules and regulations which are not in conflict with this Agreement.

Section 2.2

The Employer will not engage in any lockout of its employees.

Section 2.3

- (A) The Union will not engage in a strike, work stoppage, or similar form of interference with the operation and accomplishment of the mission of the Employer.
- (B) Any employee who participates in or promotes a strike, work stoppage, or similar form of interference with the operation and accomplishment of the mission of the Employer shall be subject to disciplinary action, up to and including discharge. In addition thereto the employee or the Union may further be subject to the penalty for violation contained in the laws of the State of Iowa.
- (C) In the event of a strike, work stoppage, or interference with the operation and accomplishment of the mission of the Employer, the Union Business Representative of the Union shall promptly and publicly disavow such action and order the employees to return to work and attempt to bring about prompt resumption of all normal operations. The Union Business Representative shall further notify the Employer of any strike, work stoppage, or interference with the operation and accomplishment of the mission of the Employer as soon as the Union Business Representative has knowledge thereof and what measures the Union has taken to comply with the provisions of this section.

ARTICLE 3 - FEDERAL AND STATE LAW

Section 3.1

This Agreement is executed by the Employer and the Union with the intent that it complies with all Federal and State laws. Should any valid Federal or State law or the final determination of any Board or Court of competent jurisdiction render illegal or unenforceable any provisions of this Agreement, such illegality or unenforceability will not affect the remainder of the provisions thereof and the parties will forthwith proceed to amend or modify any such provisions to rectify that which rendered it illegal or unenforceable.

ARTICLE 4 - EXTRA CONTRACT AGREEMENTS

Section 4.1

The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreements shall be null and void.

ARTICLE 5 - UNION REPRESENTATIVE

Section 5.1

- (A) For the purposes of negotiating a new Agreement between the parties upon the expiration of this Agreement, the Employer recognizes a Union Bargaining Committee consisting of such members as the Union may designate.
- (B) The Union Bargaining Committee may, during the life of this Agreement, be called into deliberations involving a discussion or clarification of the intent of this Agreement or to negotiate a supplement to this Agreement. Any such meetings may be called only upon the agreement of both the Employer and the Union.

Section 5.2

For the purposes of handling grievances in accordance with the procedure set forth in Article 6 of this Agreement, and for handling other Union business, the Employer recognizes two (2) stewards, one (1) alternate and one (1) chief steward, being one of the regular stewards. A steward will represent the employees on his working shift. The chief steward will be assigned to work on a regular working shift, but may represent employees on any shift. The Union shall designate those individuals who are to be stewards and the chief steward.

Section 5.3

An employee who is discharged or suspended from work and who feels such discharge or suspension was not for just cause, may file a grievance with the Employer. Such a grievance shall be processed in accordance with Article 6 of this contract.

ARTICLE 6 - GRIEVANCE PROCEDURE

Section 6.1

A grievance is a difference of opinion between the Employer and an employee or a group of employees, or between the Employer and the Union, with respect to the meaning, interpretation, or application of any term or terms of this Agreement.

Section 6.2

Grievances will be handled in accordance with the following procedures:

- Step 1: Verbally between the employee or employees, accompanied by their steward if they so desire, and the Plant Director within five (5) calendar days of the time that the alleged grievance took place or became known to the aggrieved employee or employees, or the grievance shall be considered waived.
- Step 2: If satisfactory settlement is not reached within five (5) calendar days of entering into Step 1, the grievance shall be reduced to writing by the aggrieved employee or employees and taken up with the Union Business Representative and the Plant Director. Any Settlement thereof shall be reduced to writing.
- Step 3: If satisfactory settlement is not reached within five (5) calendar days of entering into Step 2, the matter shall be referred to a committee of two (2) representatives of the Union, who are designated by the Union and two (2) representatives of the Employer, who are designated by the Employer. A majority decision of this committee shall be final and binding on both the Employer and the Union.

- Step 4: If satisfactory settlement is not reached within five (5) calendar days of entering into Step 3, the matter shall be referred to a Board of Arbitration composed of one (1) representative of the Employer, one (1) representative of the Union, and a third (3rd) neutral member selected by the two (2) chosen representatives. A majority decision of the three (3) members shall be final and binding on both the Employer and the Union.
- Step 5: If the two (2) chosen representatives of the Employer and the Union cannot agree on a neutral member of the Board of Arbitration within 24 hours of their meeting, then they shall request a list of five (5) arbitrators from the Public Employment Relations Board of the State of Iowa. The representative of the Union shall strike two (2) names from the list, then the representative of the Employer shall strike two (2) names from the list. The last remaining name shall be the neutral arbitrator. The majority decision of the two (2) chosen representatives and the neutral arbitrator shall be binding on both the Employer and the Union. If the Public Employment Relations Board of the State of Iowa cannot provide a list of five (5) arbitrators, then a list of five (5) arbitrators from the Federal Mediation and Conciliation Service shall be requested by the two (2) chosen representatives. The Representative of the Union shall strike two (2) names from the list, then the Employer shall strike two names from the list. The last remaining name shall be the neutral arbitrator. The majority decision of the two (2) chosen representatives and the neutral arbitrator shall be final and binding on both the Employer and the Union.

Section 6.3

Each party is responsible for paying their chosen arbitrators. The cost of the neutral arbitrator shall be paid equally by both the parties.

Section 6.4

The time limits set forth above may be extended, at any step of the grievance procedure, upon agreement of both parties, provided that the request for an extension is made before the expiration of the original time limit.

Section 6.5

At any step in the grievance procedure, either party may request the presence of the aggrieved party.

Section 6.6

Grievances may be handled during working hours, provided an emergency situation does not exist at the time.

ARTICLE 7 - EDUCATION AND TRAINING

Section 7.1

The City's Educational Assistance Policy shall be followed.

ARTICLE 8 - SAFETY AND HEALTH

Section 8.1

No employee shall be required to drive a City vehicle that does not comply with all State and City safety regulations.

Section 8.2

Clean, sanitary rest rooms shall be maintained by the Employer.

Section 8.3

Employees shall not misuse or deface City equipment or facilities.

ARTICLE 9 - SPECIAL PROVISIONS

Section 9.1

Employees shall be provided clothing up to a maximum cost of \$250 per employee per contract year. Employees shall be provided steel toed work shoes at no charge to the employee. The clothing may include: pants, long-sleeved shirts (if requested), short-sleeved shirts, a lightweight jacket, tee shirts and/or sweatshirts. The shoes and any laundry-serviced clothing shall remain the property of the City and shall not leave the plant after working hours

A Uniform Committee will be maintained. It will consist of one plant operator, one plant maintenance or maintenance/electrician, a lab chemist, the operation's supervisor and the maintenance supervisor. Its purpose shall be to discuss clothing questions, investigate any problems with the clothing or shoes after the equipment is furnished by the City and to provide recommendations to the City on clothing and suppliers.

Section 9.2

Employees shall not be expected to furnish cars for work, unless circumstances are such that all Water Pollution Control Plant vehicles are in use or receiving maintenance, and transportation is needed for out of town trips or for special business. When an employee does use a private car for work, the employee will be paid mileage at the rate currently specified by the State Code of Iowa.

Section 9.3

The Employer will reimburse to the employee the full cost of an Iowa Chauffeurs License for those employees who are required to obtain a chauffeurs license for the performance of their duties at the Water Pollution Control Plant.

Section 9.4

The Employer will pay the full cost of successful Wastewater Plant Certification Licenses that are required of those employees working at the Water Pollution Control Plant. A Plant Operator I or a Maintenance/Operator I who does not achieve the level of Grade II certification by the end of the period of three years of employment, shall be terminated on the anniversary of the third year without the right of appeal or grievance.

Section 9.5

The City has the right to establish a drug policy consistent with Iowa state law. If a drug testing policy is written for non-union employees, the bargaining unit shall be covered by that same policy.

ARTICLE 10 - SENIORITY

Section 10.1

Seniority shall be based upon the beginning date of employment, in any positions for which full-time employees were hired, but shall not include any period of time exceeding sixty (60) days in any one year during which they were absent from the service except for disability.

Section 10.2

A seniority list shall be posted and kept up-to-date by the Employer. A copy of the up-to-date list shall be mailed to the Local Union. Said seniority list shall contain the name and starting date of each employee.

Section 10.3

Upon initial employment, an employee shall serve a six (6) month probationary period.

ARTICLE 11 - LAYOFF

Section 11.1

In the event that it becomes necessary to reduce the work force, layoff shall begin with the full-time employee or employees with the least amount of service time and shall be subject to continue on the basis of seniority.

Section 11.2

When calling employees back to work from a layoff, recall shall begin with the full-time employee or employees with the most amount of service time and shall be subject to continue on the basis of seniority. No new employee shall be hired until all employees on layoff have been given the opportunity to return to work. However, if a full-time employee who has been laid off has not been rehired within a period of three (3) years from the date of original layoff, the employer shall have no requirement to rehire the employee.

Section 11.3

Layoffs and recalls shall be by seniority for those who are qualified for the position. Employees must have a Grade II Waste Water certificate from the State of Iowa to replace a Plant Operator or Maintenance/Operator.

ARTICLE 12 - LEAVE OF ABSENCE

Section 12.1 - Personal Leave

A leave of absence for personal reasons may be granted to an employee upon advance written request of employee to the Plant Director and to the Union. Leaves requested must be for good and sufficient reasons and are subject to the approval of the Plant Director. The request for leave must be filed ten (10) working days prior to the granting of the proposed leave, unless an emergency situation is prevalent, in which case the employee and the Plant Director will work out an arrangement. A personal leave of absence shall not exceed thirty (30) working days in any calendar year. If it becomes necessary, the employee may request that the leave be extended beyond the thirty (30) working days, in which case the employee must apply for an extension of such leave to the Plant Director prior to the expiration of the original leave of absence. During the period of absence, the employee shall not engage in gainful employment, unless such employment is approved by the Plant Director. All personal leaves of absence will be without pay.

Section 12.2 - Special Leave

The Plant Director, with the approval of the City Council, may authorize special leaves of absence to employees with or without pay for any period or periods not to exceed one (1) calendar year for the purpose of training in areas relating to the work of the employee and which will benefit the employee and the City's service.

Section 12.3 - Bereavement Leave

In the event of a death in the employee's immediate family, an employee will be granted a paid bereavement leave up to three (3) days in accordance with the following provisions:

- (A) The employee's immediate family is defined as a parent, parent-in-law, stepparent, grandparent, grandparent-in-law, spouse, child, stepchild, grandchild, brother, brother-in-law, stepbrother, half brother, sister, sister-in-law, stepsister and half sister.
- (B) To qualify for the leave, the employee must notify the Employer, take the time off, and attend the funeral. Upon return, the employee shall certify whose services they attended and the relationship of the employee to the deceased.
- (C) The employee shall be paid on the basis of his regular straight hourly pay rate for the period of his bereavement leave.
- (D) An employee who must travel 250 miles or more each way to a funeral may be granted two (2) extra days of leave to attend the funeral. These two (2) extra days shall be charged against the employee's sick leave allowance. The employee shall confirm the travel distance and ability to use sick leave before making the trip.

Section 12.4 - Jury Duty Leave

When official notification to appear for jury duty is received, the employee shall notify the employee's supervisor as soon as possible. An employee called for jury duty will be excused from work during the time served and will receive his or her regular pay for the time he or she would have been scheduled to work. Upon release by the court the employee shall immediately report back to work and at that time shall present proof of jury duty. When the employee receives his or her juror's duty pay, the check(s) shall be endorsed and turned in to the city. Any reimbursement for personal mileage or expenses may be kept by the employee or shall be returned to the employee if included with the juror's duty pay check.

When a plant operator is scheduled to work the night shift (midnight to 8 a.m.; noon to midnight; 4 p.m. to midnight; or midnight to noon) prior to his or her jury duty, the operator shall schedule a replacement operator for his or her shift. If the jury duty is canceled the night prior to jury duty, the operator shall work his or her regularly scheduled night shift and perform plant cleaning duties. If the operator reports to jury duty, he or she shall report back to work immediately after being released. A night shift or evening shift operator will have met his or her return to work responsibilities at 4 p.m.

Section 12.5 - Returning from Leave

- (A) Failure of an employee to return to work at the end of an authorized leave of absence, or extension thereof, may be just cause to terminate the employee's seniority and employment with the Employer unless the employee can establish a reason acceptable to the Employer for not returning to work when expected.
- (B) An employee on leave of absence may return to work prior to the expiration of the leave of absence. Such employee shall give the Employer as much advance notice as possible of the early return to work.

ARTICLE 13 - SICK LEAVE AND MATERNITY LEAVE

Section 13.1 - Sick Leave

An employee shall be entitled to sick leave with pay. Such leave shall be governed by the following provisions:

- (A) Sick leave credit shall accrue at the rate of one-half (1/2) work day [4 hours] per two week pay period.
- (B) Unused sick leave credit may be accumulated up to a maximum of one hundred thirty (130) days.
- (C) Paid sick leave shall not be charged in an amount smaller than one (1) hour.
- (D) Sick leave shall accrue during the period of "sick leave with pay". Sick leave shall also accrue while an employee is on Workers' Compensation, but only up to a maximum of six and one-half days [52 hours].
- (E) An employee eligible for sick leave with pay may use such sick leave, upon approval of the Plant Director, for absence due to illness, exposure to contagious disease, or injury. Sick leave shall be paid to any employee for an on-duty injury up until the time that workers' compensation goes into effect. An employee on sick leave shall inform the Plant Director of the fact and the reason therefor as soon as possible and failure to do so within a reasonable amount of time may be cause for denial of pay for the absence. The Plant Director may require a doctor's certificate before approving sick leave with pay.
- (F) Upon an employee's termination of employment with the City with 15 or more years of continuous full-time employment OR retirement due to a disability, either work-related or non-work related, and the employee qualifies for Social Security benefits, an employee will be entitled to twenty five percent (25%) of the employee's accrued sick leave, subject to a maximum of twenty five percent (25%) of 130 eight hour days.

If another party also compensates the employee for lost wages during the same period of time that the employee receives sick leave from the City, then the employee shall reimburse the City for the amount equal to his sick leave.

Section 13.2 - Maternity Leave

In the event of pregnancy, an employee shall be granted a leave of absence which shall commence when the employee's physician deems it necessary, and shall end eight (8) weeks after the date of birth. An employee may return to her regularly assigned job or work prior to the expiration of eight (8) weeks leave, or the leave of absence may be extended by mutual agreement between the parties beyond eight (8) weeks after the date of birth, provided the employee presents a satisfactory medical certificate. During the period of absence, the employee shall not engage in gainful employment. Any accumulated sick leave credit may be used for maternity leave.

Section 13.3 - Returning from Leave

- (A) Failure of an employee to return to work at the end of authorized sick leave, or extension thereof may be just cause to terminate the employee's seniority and employment with the Employer unless the employee can establish a reason acceptable to the Employer for not returning to work when expected.
- (B) An employee on sick leave may return to work prior to the expiration of the sick leave. Such employee shall give the Employer as much advance notice as possible of early return to work.

ARTICLE 14 - HOLIDAYS

Section 14.1

Employees shall receive eight (8) hours pay for the following holidays not worked:

New Year's Day	Fourth of July	Friday after Thanksgiving
Good Friday	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	Personal Day
Floating Holiday determined by the Mayor		Personal Day

Holidays will be observed on the actual calendar days that they fall for Operators. For other employees, if a holiday falls on a Saturday, time off for the holiday will be taken on a Friday, and if a holiday falls on a Sunday, time off for the holiday will be taken on a Monday.

Section 14.2

If an Operator or a Maintenance/Operator works on a holiday as a Plant Operator, the employee shall receive payment for the number of hours worked on that day at the rate of two times the regular hourly rate plus eight (8) hours holiday. Should the City hire a sixth operator and go back to eight hour work shifts, the rate of pay for the holiday worked will revert back to one and one-half (1½) times the regular hourly rate. If a Maintenance, Maintenance/Electrician I or II or Maintenance/Operator, works on a holiday as maintenance personnel, the employee shall receive payment for the number of hours worked on that day at a rate of one and one-half (1½) times the regular hourly rate plus eight (8) hours holiday.

Section 14.3

An employee shall forfeit the right to payment of any holiday if the employee has an unexcused absence on the last regular work day preceding the holiday or on the next regular work day following the holiday. An employee who is absent on their regular work day preceding the holiday and/or on their regular work day following the holiday for the reasons set out below, will not be disqualified for holiday pay by reasons of such absence:

- (A) A work incurred injury requiring the employee to be off duty.
- (B) Jury duty.
- (C) Confining illness of the employee, substantiated by a statement of the attending physician.
- (D) Absence authorized by the Employer by reason of illness or family emergency, occurring after an employee has reported for work on the day preceding or following a holiday.
- (E) Absence authorized by the Employer because of good and sufficient reason submitted by the employee.

Section 14.4 Personal Days

- (A) Personal Days shall be given each employment year on the employee's anniversary date. A Personal Day shall not be carried over into a subsequent employment anniversary year.
- (B) Personal days may be taken in increments not less than two (2) hours.
- (C) An employee will not be eligible for personal day until after six (6) consecutive months of employment.

ARTICLE 15 - VACATIONS

Section 15.1

Paid vacations will be granted to employees in accordance with the following schedule:

- At least one year continuous employment - one week [40 hours]
- At least two years continuous employment - two weeks [80 hours]
- At least five years continuous employment - three weeks [120 hours]
- At least twelve years continuous employment - four weeks [160 hours]
- At least twenty years continuous employment - five weeks [200 hours]

Years of total continuous employment for the above vacation plan shall be computed from the anniversary date of employment. The employee's anniversary date of employment will be the point at which the employee qualified for paid vacation and will be the point at which employee may commence vacation. Employee may carry one week of vacation over to the next vacation year.

Section 15.2

Vacation time shall normally be taken in one day [8 or 12 hour] increments. At the sole discretion of the employee's immediate supervisor, vacation may be used in four [4] hour increments. No more than 40 hours may be used in 4 hour increments during an employee's anniversary year.

Section 15.3

Employees eligible for a paid vacation shall submit their vacation preferences in writing to the Plant Director at least two (2) weeks prior to the desired vacation date. Operators shall schedule their own replacements for their vacation time from the replacement schedule - if they are unable to find a replacement, their vacation will be deferred until they can find a replacement. The employee must have the necessary amount of continuous employment, by the start of vacation time, to qualify for requested vacation. The Plant Director shall work out the vacation schedule for the department, giving consideration and preference to seniority and the desires of the employees while retaining the necessary work force, or making temporary transfer if needed to accommodate a practical vacation schedule.

Section 15.4

All employees entitled to a paid vacation shall be paid for such vacation on the basis of their regular straight hourly pay rate. No employee shall receive vacation pay at an overtime rate.

Section 15.5

The vacation of an employee who enters into or returns from the Armed Forces of the United States shall be granted in accordance with the requirements of applicable Federal and State Laws.

Section 15.6

If an employee under this vacation plan is laid off by reduction of the work force, retires on length of service or due to disability arising in service from the line of duty, or resigns from a position of employment, earned vacation time during the year in which such event occurs shall be computed on a pro-rata basis and paid to the employee. Such pay will be considered as severance pay and will be paid in lieu of earned vacation. Resignations from employment must be preceded by at least two (2) weeks written notice from the employee to the Plant Director in order for allotted vacation pay to be paid. The Plant Director may waive this requirement if employer feels the circumstances warrant it.

ARTICLE 16 - GROUP INSURANCE

Section 16.1

All full-time regular employees and their dependents are eligible for coverage under the Employer's group insurance policy which it has in force.

Section 16.2

A representative from the Bargaining Unit shall be appointed by the Bargaining Unit and shall serve on the City's Employee Benefit Committee (as long as the Employee Benefit Committee is maintained by the City) to discuss and maintain group insurance benefits.

The representative shall act as a liaison between the Committee and the Union working toward group insurance coverage that will be acceptable and beneficial to the employees and to the City. Any significant changes in the group insurance plan would be pending approval of the Union.

Section 16.3

The employer will pay eighty-five percent (85%) of the cost of insurance coverage, and the employee will pay fifteen percent (15%). The amount paid by the employee will be rounded to the nearest fifty cents (\$.50).

Section 16.4

Any payment that the employee may have to make on this group health insurance premium will be done through payroll deduction.

Section 16.5

A new full-time regular employee is eligible for coverage under this insurance plan on the first day of the month following thirty (30) days of continuous employment.

ARTICLE 17 - WAGES

Section 17.1

The new wage schedule that follows the final article of this agreement shall go into effect on the first day of July, 2005.

Effective July 1, 2006 the base wage schedule in effect July 1, 2005 shall be adjusted by an increase in a range of no less than 2.75% nor greater than 3.25%. The increase shall be determined by the CPI-U Midwest Region April percentage for the 12-month percentage change chart as published by the Bureau of Labor Statistics.

Effective July 1, 2007 the base wage schedule in effect July 1, 2006 shall be adjusted by an increase in a range of no less than 2.75% nor greater than 3.25%. The increase shall be determined by the CPI-U Midwest Region April percentage for the 12-month percentage change chart as published by the Bureau of Labor Statistics.

ARTICLE 18 - SUPPLEMENTAL PAY

Section 18.1 - Night Premium Bonus

Night premium for those who are scheduled to work between the hours of 4:00 p.m. - 12:00 midnight, will be 20 cents per hour and between the hours of 12:00 midnight - 8:00 a.m., will be 30 cents per hour. Call backs or overtime as continuation of a shift shall not receive such night premium.

Section 18.2

- (A) Employees will receive an overtime rate of one and one-half (1½) times their regular hourly pay rate for working time spent over the normal 8 or 12 hour workday and 40 hours a week. An employee being required to work on a regularly scheduled day off shall be paid for such time worked at an overtime rate.
- (B) If an employee who is off duty is called back to work, the employee shall receive a minimum of two (2) hours pay at an overtime rate.

ARTICLE 19 - PRINTING OF AGREEMENT

Section 19.1

The Employer will print this Agreement in booklet form and will provide all current employees of the Water Pollution Control Plant and all employees hired subsequent to the date hereof in the Water Pollution Control Plant with a copy of this Agreement.

ARTICLE 20 - EFFECTIVE DATE

This Agreement shall be effective on July 1, 2005, and shall be in full force and effect through June 30, 2008. Negotiations for a new contract shall begin no later than October 15, 2007.

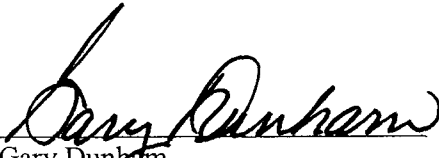
WAGE SCHEDULE

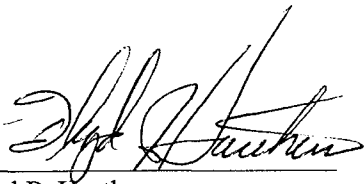
July 1, 2005 - 3% increase

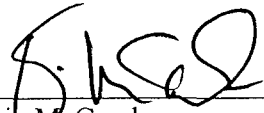
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
		Entry	1 yr	3 yrs	5 yrs	7 yrs	9 yrs
Grade 1	Operator I	\$15.42	\$17.05				
Grade 2	Maintenance	\$16.04	\$17.73	\$18.13	\$18.38	\$18.59	\$18.78
	Operator II	\$16.04	\$17.73	\$18.13	\$18.38	\$18.59	\$18.78
Grade 3	Maint/Op I	\$15.60	\$17.24				
Grade 4	Maint/Op II	\$16.25	\$17.89	\$18.30	\$18.65	\$18.86	\$19.04
	Maint/Elec I	\$16.25	\$17.89	\$18.30	\$18.65	\$18.86	\$19.04
Grade 5	Maint/Elec II	\$16.62	\$18.28	\$18.72	\$19.45	\$19.45	\$19.64

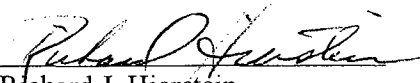
**CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 238,
Affiliated with I.B.T.:**

**CITY OF MARSHALLTOWN
WATER POLLUTION CONTROL
PLANT:**

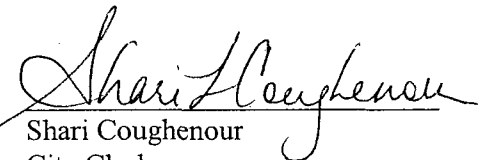
BY 
Gary Dunham
Secretary Treasurer

BY 
Floyd P. Harthun
Mayor

BY 
Kevin McCombs
Business Representative

BY 
Richard J. Hierstein
City Administrator

BY _____
Mike Fields
Director, WPCP

ATTEST: 
Shari Coughenour
City Clerk

H:/Word/MRund/Contracts/WPCP/2006/2005-2008